

Amendment 1 to Incubation contract – Zaitra s.r.o.

Business and Investment Development Agency CZECHINVEST

Registration number: 713 77 999

Address: Štěpánská 15, 120 00 Prague 2, Czech Republic
legally represented by Mr. Patrik Reichl, General Director

On the one part,

and

Zaitra s.r.o.

Company registration number: 08908508

Technická 2935/23, CZ616 00, Brno, Czech Republic
legally represented by Mr. Marek Marušin, CEO

On the other part,

Both parties agree to following changes of Incubation contract based on friendly negotiation:

1. This agreement is Amendment 1 to the Incubation contract signed by Parties on December 11th, 2020 (valid from December 17th, 2020).

2. **Following parts of Incubation contract are replaced by the following text:**

P R E A M B L E

1. WHEREAS the European Space Agency (the Agency) is an intergovernmental organisation established by the Convention approved by the Conference of plenipotentiaries of its Member States on 30 May 1975 and which entered into force on 30 October 1980.
2. WHEREAS Article II of the Convention assigns to the Agency the task to promote cooperation in space research and technology and their space applications and to elaborate and implement activities and programmes in the space field.
3. WHEREAS the Agency manages a technology transfer initiative to encourage the utilisation of space technology for general non-space industrial, scientific and commercial uses.
4. WHEREAS as part of the technology transfer initiative the Agency has set up the ESA Business Incubation Centre's (ESA BICs) initiative to enable start-up companies (incubatees) to receive comprehensive commercial and technical assistance in order to set up their business using space technology for such general non-space industrial, scientific and commercial uses.
5. WHEREAS the Agency has chosen CzechInvest to implement and manage the ESA BIC Prague (and its Brno branch) through ESTEC contract and its applicable Work Orders.
6. WHEREAS the ESA BIC Prague is partly funded by the European Space Agency, the Capital City of Prague, South Moravian Region (SMR), and Ministry of Industry and Trade (CzechInvest).
7. WHEREAS JIC, ČVÚT, GNSS Centre of Excellence, Technology Centre CAS etc. are ESA BIC Prague partners and provide technical know-how for the starter's support
8. WHEREAS Komerční Banka is one of the ESA BIC Prague partners and provides a loanscheme
9. WHEREAS the Incubatee wishes to participate in the ESA BIC Prague, branch in Brno (ESA BIC Brno) and benefit from the assistance which may be offered to it through the provisions of this Contract.

10. WHEREAS, as part of the assistance offered to the Incubatee, ESA BIC Prague and the Incubatee will sign a tenancy agreement covering the same period as this Contract for the provision of office accommodation and related equipment and services to the Incubatee.

ARTICLE 7 – FINANCIAL CONTRIBUTION AND PAYMENT

7.1 Financial Contribution

7.1.1 The total financial contribution to the Activity amounts to EUR 50,000 (Fifty thousand Euros), broken down as follows:

- a) 25.000 from the South Moravian Region: the exact amount, dates and conditions of the payments and tasks on which the money can be spent is fixed in the official notification of approval and contract of the financing institution.

Direct labour costs are not accepted to be paid with the South Moravian Region.

- b) 25.000 from ESA covering IPR and product development (prototype). Payment will be done upon acceptance of the deliverables on the agreed milestones.

The budget has to be spent on the technical development, e.g. software or hardware development or for prototype development, etc.

Direct labour costs are not accepted to be paid with the ESA incentive

7.4.4 CzechInvest will make the following payments (to be agreed on a case to case basis, depending on the needs):

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT IN EURO
PROGRESS I: Upon signature of the incubation contract by the Incubatee		10.000 (ESA) + 10.000 (SMR)
PROGRESS II: Upon successful MTR, acceptance by CzechInvest of MTR report, business plan and all related deliverables		10.000 (ESA) + 10.000 (SMR)
FINAL: upon acceptance by CzechInvest of all Deliverables under the contract, including Final Report, business plan, the hardware and/or software and upon acceptance by CzechInvest of the Incubatee's Cost Report		5.000 (ESA) + 5.000 (SMR)

3. Except for the above changed text, other text of the Incubation contract stay in place.

4. This Amendment 1 shall enter into force upon signature by both parties.

Done and signed in two (2) original copies, one for each party to this Amendment 1, on behalf of the ESA BIC Prague.

On behalf of the Business and Investment Development Agency CZECHINVEST
Name: Patrik Reichl

Date and signature 22.3.2021.

On behalf of the Zaitra s.r.o.
Name: Marek Marušin

Date and signature 7.4.2021